

CONSTRUCTION  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF PHOENIX

THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the CITY OF PHOENIX, hereinafter called "CITY",

WHEREAS, the STATE is empowered by Section 28-108 to enter into this Agreement and the Director of the ARIZONA DEPARTMENT OF TRANSPORTATION has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE,

WHEREAS, the CITY is empowered by A.R.S. Section 48-572 and City Charter Chapter 2, Section 2, to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said CITY,

WHEREAS, it is to the mutual advantage of the STATE and the CITY to enter into an Agreement specifying their respective construction responsibilities concerning traffic signal and lighting installations on State Route 51 at 32nd Street which is encompassed within Phoenix's system of streets and which forms a necessary and convenient link in the State Highway System.

NO. <u>16784</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>06/22/92</u>
<u>Richard Mahoney</u> Secretary of State
By <u>Livingston Greenwood</u>

731

The portions of the State Highway System covered by this Agreement shall be:

Squaw Peak Parkway, SR 51 at 32nd Street

Project #RAM 602-2-506/51 MA 006 H2058 01C

NOW, THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. STATE WILL:

a. Prepare plans and specifications per CITY standards and specifications for construction of traffic signals and lighting at designated streets as delineated above.

b. Advertise for bids and award contract(s) for the installation of conduits with pull wires, junction boxes, pole foundations with CITY-furnished anchor bolts and steel reinforcements, and cabinet foundations for traffic signals and lighting.

c. Reimburse CITY for the actual cost of materials, equipment and labor required to effect an operational installation of traffic signals and lighting in accordance with the plans noted in 1.a., above.

d. Be responsible for all contractor claims associated with installations as itemized in item 1.b., above.

e. Inspect all work, materials and equipment furnished by CITY.

2. CITY will:

a. Furnish anchor bolts and steel reinforcement for pole foundations in accordance with City of Phoenix Supplement to Maricopa Association of Governments Uniform Standard Specifications, Section 351 - Traffic Signal Materials and Construction.

b. Furnish, install and make operational all necessary traffic signal and lighting equipment, wiring and associated hardware required by the plans in 1.a., aforementioned. All equipment and materials furnished by CITY shall conform with National Electrical Code and the provisions of the Manual on Uniform Traffic Control Devices for Streets and Highways.

c. Invoice the STATE for the actual labor, equipment and material costs associated with the activities identified in aforementioned 2.b.

d. Be responsible for all contractor claims for additional compensation as a result of delays caused by the CITY.

This Agreement shall be considered as terminated when all conditions as set forth herein have been complied with and the traffic signals and lighting are complete, in place and functional.

3. All parties are hereby put on notice that this Agreement is subject to cancellation by the Governor pursuant to A.R.S. §38-511.

4. The provisions of A.R.S. §35-214 are applicable to this Agreement.

5. In the event of a dispute, the parties agree to use arbitration to the extent required by A.R.S. §12-1513.

6. This Agreement shall be filed with the Secretary of State and shall become effective upon filing.

7. Attached to this Agreement and incorporated herein by reference is Exhibit "B" which is a copy of the written determination of the appropriate attorney that the CITY is authorized under the laws of this State to enter into this Agreement and that it is in proper form.

STATE OF ARIZONA  
ARIZONA DEPARTMENT OF TRANSPORTATION

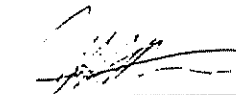
BY:

  
State Traffic Engineer

DATE: June 3, 1992

THE CITY OF PHOENIX

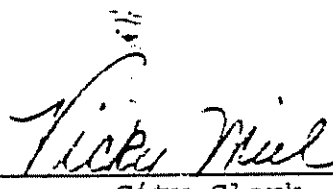
BY:

  
James H. Matteson, P. E.

DATE: May 27, 1992

TITLE: Street Transportation Director

ATTEST:

  
City Clerk

CONSTRUCTION - TRAFFIC SIGNALS

SR 51 at 32nd Street

Project# RAM 600-2-506/51 MA 006 H2058 01C

CITY OF PHOENIX

RESOLUTION

BE IT RESOLVED, on this Nov. 22, 1991, that I, CHARLES E. COWAN, as Director, ARIZONA DEPARTMENT OF TRANSPORTATION, have determined that it is in the best interest of the State of Arizona, that the ARIZONA DEPARTMENT OF TRANSPORTATION, acting by and through the HIGHWAYS DIVISION, enter into a Construction Intergovernmental Agreement with the CITY OF PHOENIX, specifying respective construction responsibilities concerning traffic signal and highway lighting installations on State Route 51 which is encompassed within PHOENIX'S system of streets and which forms a necessary and convenient link in the State Highway System. THEREFORE, authorization is hereby given to draft said Agreement which, upon completion, shall be submitted for approval and execution by the State Traffic Engineer.



CHARLES E. COWAN, DIRECTOR  
ARIZONA DEPARTMENT OF TRANSPORTATION

CITY OF PHOENIX, ARIZONA  
REQUEST FOR COUNCIL ACTION

SPK 2 323T

Complete this form per O.P. 1.906 and A.R. 4.11.

ACTION REQUESTED Formal Action: Bid Award \_\_\_\_\_ License Application \_\_\_\_\_ Other X  
Ordinance \_\_\_\_\_ Resolution \_\_\_\_\_ Emergency Clause? N (Y/N)

PREPARED BY Name: Bill R. Bain Phone: 24690 W.P. Doc. No. 11247  
Backup Material being sent under separate cover? (Y/N) N

RECOMMENDED BY Department Name: Street Transportation  
Date Prepared: 03/13/92 Div. Approval: Bill R. Bain, P.E.  
Req. Agenda Date: 04/01/92 Dept Approval: James H. Matteson, P.E.  
If prepared for a different department:  
Dept. Name/Approval: \_\_\_\_\_

BID AWARD/  
FORMAL ACTION Bid Bond Required? N Performance Bond Required? \_\_\_\_\_  
Submitted by Low Bidder? NA Amount? \$ \_\_\_\_\_  
Contract Required? Y Requisition No. \_\_\_\_\_  
Contract Amendment? \_\_\_\_\_ Current Contract No. 57888  
Approved by: Ord. \_\_\_\_\_ FA \_\_\_\_\_ on Date: 12/19/90

BUDGET INFORMATION \$ -0-  
Source of Funds: 100% reimbursement by ADOT  
Index Code(s): 905273  
Subobject(s): \_\_\_\_\_

CITY MANAGER'S OFFICE

Approved by: Jack Tevlin 3/23/92 C.M. Control Number: 52

CITY CLERK DEPARTMENT

RECORDS SECTION File Number: F-2766/1248 RCA Number: 6848

COUNCIL SUPPORT Item Number: 96 Agenda Date: 04/01/92  
Ordinance Number: \_\_\_\_\_ Resolution Number: \_\_\_\_\_

AGENDA ACTION This Item was: Approved  
Contract Number (if applicable): 61973  
Comments: \_\_\_\_\_

DISTRICT 3 - TS 910026  
JOINT CITY/STATE  
TRAFFIC SIGNAL  
INSTALLATION AGREEMENT

Request to authorize the City Manager to enter into an Agreement with the Arizona Department of Transportation for a joint project to install traffic signals at the intersection of:

Squaw Peak Parkway, SR51 and 32nd Street

The STATE will prepare plans and specification, advertise for bids and award contract(s) for the installation of conduits with pull wires, junction boxes, pole foundation (with City furnished anchor bolts and steel reinforcements) and cabinet foundation for traffic signals and lighting.

The CITY will furnish, install and make operational all necessary traffic signal and lighting equipment, wiring and associated hardware required by the plans.

The STATE will reimburse the CITY for 100 percent of the actual cost of materials, equipment and labor required to effect an operational installation of traffic signals and lighting in accordance with the plans.

The CITY, upon completion of this project will maintain and operate this signal installation per terms of City/State "Master Maintenance Agreement."

JWS:BRB:mle(2):1124P

EXHIBIT "B"

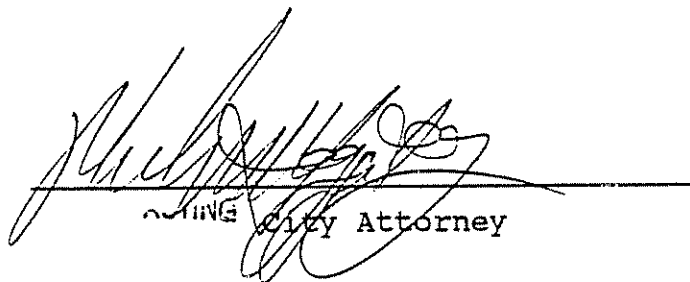
APPROVAL OF THE ATTORNEY

I hereby state that I have reviewed the proposed Construction Intergovernmental Agreement between the State of Arizona, ARIZONA DEPARTMENT OF TRANSPORTATION, and THE CITY OF PHOENIX, and declare the Agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.

DATED this 22<sup>nd</sup> day of May, 1972.

THE CITY OF PHOENIX

BY:

  
\_\_\_\_\_  
CITY Attorney





STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007

GRANT WOODS  
ATTORNEY GENERAL

MAIN PHONE : 542-5025  
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. KR92-1385-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 18<sup>th</sup> day of June, 1992.

GRANT WOODS  
Attorney General

A handwritten signature in dark ink, appearing to read "James R. Redpath", written over a horizontal line.

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:ls  
7333G/91